

1902-053 Chancery Causes: Robert L. Pennington vs. Lucinda Bledsoe &
Lee Co.

Neely, Poteet, Duncan, Orr, Irvine, Sewell, Wynn,
Powells Valley Bank], Milham, Irvin

CA-Debt
T-Property

-Deed

To the Hon. H. A. W. Skeen, Judge of the Circuit Court of Lee County: Humbly complaining, your orator Rob't L. Pennington, a citizen of Lee County, will represent and show unto your honor, that one Evin Bledsoe on, ...day of Nov. 1899, became indebted to your orator in the sum of \$30.00, by note being the balance of a fee due to your orator on services rendered to him, the said Evin Bledsoe.

And your orator will further represent and show unto your honor, that the making of this note as last aforesaid, that Lucinda Bledsoe became the security of the said Evin Bledsoe for the amount of said note. About eight months ago Evin Bledsoe was found dead in this county, leaving no estate with which to settle the indebtedness which he owed, so far as your orator is informed.

Your orator will further represent and show unto your honor, that the said Evin Bledsoe was indebted to other parties at the time of his death, to which indebtedness your orator is advised and informed. that the said Lucinda Bledsoe was also security. Your orator is not advised as to all the indebtedness of the said Evin Bledsoe, to which the said Lucinda Bledsoe was surity, but your orator is informed that she was surity to the said Evin Bledsoe to secure a debt of \$202.58, due to W. E. Wynn, \$150 due to C. T. Duncan, \$50.00 due to the Powell's Valley Bank, \$200 due to C. C. Poteet, and \$100 due to Orr and Irvin, by certain deed of trust dated 15th day of april, 1902, the said Lucinda Bledsoe conveyed to B. H. Sewell, Trustee, a certain tract of land which she at that time and still owns, as your orator is informed, to secure the payment of the said amount to the said parties last aforesaid, to be paid twelve months from the date of the execution of the said deed of trust, a copy of the said deed is herewith filed, marked A, and prayed to be taken as part of this bill.

Your orator will further represent and show unto your honor that on April 15, 1901, Lucinda Bledsoe, R. P. Neely and C. C. Poteet, surities for the debt of which the said Evin Bledsoe owed to W. E. Wynn, confers judgement in the office of the clerk of the circuit court for the said sum of \$202.58, with interest from the 23rd of March, 1901, and \$6.55 cost. A copy of which judgement is here filed as part of this bill, and prayed to be taken as part thereof.

Your orator will further represent and show unto your honor *A. J. Talley as assignee of your orator* that ~~he~~ obtained judgement before a justice of the peace of the County of Lee for the sum of \$30.00, with interest thereon from the ... day of Nov. 1899, and \$1.00 cost, and that he had the said judgement duly docketed in the office of the county clerk on the day of, 1902, as will appear from a copy of said judgement is here filed and prayed to be taken as a part of this bill which judgement *was assigned to your orator* is still due and unpaid to your orator.

Your orator will further represent and show unto your honor that the said Lucinda Bledsoe as stated aforesaid, is the owner of a certain tract of land situated in Lee County, Va., on the waters of Blackwater, being the same land which she purchased from Joseph Hackney for the sum of \$1500.00, as will appear by a copy of the deed of Joseph Hackney and wife to the said Lucinda Bledsoe, here filed as exhibit marked "deed".

Your orator will further represent and show unto your honor that the said Evin Bledsoe departed this life intestate, and without any estate. His estate has been committed by the *Circuit* court of Lee County to W. J. Mileham, Sheriff, as the administrator of his estate, but your orator alleges that nothing will come into the hands of said administrator. Your orator is therefore advised that he is without remedy, save against the real estate last aforesaid, belonging to the said Lucinda Bledsoe. That there is several liens against the said real estate of the said Lucinda Bledsoe, as stated aforesaid, of different parties. And your orator is advised that he has the right to have said *liens* ascertained and priorities fixed, and a sale made of the real estate of the said Lucinda Bledsoe, to satisfy the liens against the same.

The Prayers therefore of your orator is that, Lucinda Bledsoe, R. P. Neely, C. C. Poteet, C. T. Duncan, *Powell's Valley Brick - Incorporated* ~~R. L. Pennington~~, B. H. Sewell Trustee, J. W. Orr and R. T. Irvin, late partners of law under the firm name of Orr & Irvin, W. E. Wynn and W. J. Mileham administrator as aforesaid, be made parties of this bill of complaint, and

3.

that they each be required to answer the same fully and completely, but not under oath, that being specially ⁱwaved; that a commissioner be appointed and directed to ascertain and report the various liens^W existing against the real estate of the said Lucinda Bledsoe and the priorities of said liens, and whether or not the real estate will rent for a sum sufficient to pay off the judgement liens in five years exclusive of all other liens; that ^{upon the} coming in of the said report ~~shall~~ a decree be entered directing the sale of the said real estate, and the proceeds be applied to the payment of said liens in the order fixed by the court, as in its judgement seems right, and may all other further and general relief be granted your orator that the nature of his cuase and good conscience requires, and he will ever pray &c.

Remington Brown. p. 4/1

Plaintiffs Costs
Clerk 3.75
Tax 1.50
Sheriff 3.50
atty
Co Clerk 2.10
\$10.85-

Robt L Pennington

vs. { In Dehousing

Lucinda Blodson. ~~vs~~
1902 1st June rules bills
filed 3 pa & executed and
accepted & D.N.
" 2nd June rules D.N. Conf
& Cause set for hearing

E.W. PENNINGTON.

ROBT L. PENNINGTON.

Pennington Bros.

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GAP VA.

To the Hon. H. A. W. skeen, Judge of the Circuit Court of Lee County: Humbly complaining your orator Rob't L. Pennington a citizen of Lee County will represent and show unto your honor, that one Irvin Bledsaw on day of Nov. 1899, became indebted to your orator in the sum of \$30.00, by note being the balance of the fee due to your orator on services rendered to him, the said Evin Bledsaw.

And your orator will further represent and show unto your honor, that the making of the said note as last aforesaid that Lucinda Bledsaw became the security of the said Evin Bledsaw for the amount of said note. About eight months ago Evin Bledsaw was found dead in this county, leaving no estate with which to settle the indebtedness which he owed, so far as your orator is informed.

Your orator would further represent and show unto your honor, that the said Evin Bledsaw was indebted to other parties at the time of his death to which the indebtedness of your orator is advised and informed that the said Evin Bledsaw was also the surety. Your orator is not advised as to all the indebtedness of the said Evin Bledsaw, to the said Lucinda Bledsaw to secure a debt of \$202.58, due to W. E. Wynn, \$150 due to C. T. Buncan, \$50.00 due to the Powell's Valley Bank, \$200.00 due to C. C. Poteet, and \$100.00 due to Orr & Irvin, by certain deed of trust, dated 15th day of April, 1902. The said Lucinda Bledsaw conveyed to B. H. Sewell, trustee, a certain tract of land which she, at that time owned and still owns. As your orator is informed to secure the payment of the said amount to the said parties last aforesaid, to be paid twelve months from the date of the execution of the said deed of trust, a copy of which the said deed is herewith filed, marked A., and last to be taken as part of this bill.

Your orator will further represent and show unto your honor that on April 15, 1901, Lucinda Bledsaw, R. P. Neely, and C. C. Poteet, sureties for the debt of which the said Evin Bledsaw owed to W. E. Wynn, conveyed judgement in the office of the clerk of the circuit court for the said sum of \$202.58, with interest from the 23rd of March, 1901, and \$6.55 cost. A copy of which judgement is here filed as part of this bill and prayed to be taken as part thereof

Your orator will further represent and show unto your honor that he obtained judgement before a Justice of the Peace of the county of Lee for the sum of \$30.00 with interest thereon from the day of Nov. 1898, and \$1.00 cost, and that he had the said judgement duly docketed in the office of county court on the day of 1902, as will appear from a copy of said judgement is here filed and played to be taken as part of this bill which judgement is still due and unpaid to your orator.

Your orator will further represent and show unto your honor that the said Lucinda Bledsaw as stated aforesaid, is the owner of the a certain tract of land situated in Lee County, Va. on the waters of Blackwater, being the same land which she purchased from Joseph Hackney for the sum of \$1500.00 as will appear by a copy of the deed of Joseph Hackney and wife to the said Lucinda Bledsaw her filed as exhibit marked "deed".

Your orator would further represent and show to unto your honor that the said Evin Bledsaw departed this life intestate, and without any estate. His estate has been committed by the court of Lee County to W. J. Mileham, Sheriff, as the ~~administrator~~ of his estate, but your orator alleges that nothing will come into the hands of said administrator.

Your orator is therefore advised that he is without save against the real estate last aforesaid belonging to the said Lucinda Bledsaw. That there is several liens against the said real estate of the said Lucinda Bledsaw, as stated aforesaid of different parties. And your orator is advised that he has the right to have said ascertained, and boundaries fixed and a sale made of the real estate of the said Lucinda Bledsaw, to satisfy the liens against the same.

The Prayers therefore of your orator is that, Lucinda Bledsaw, R. P. Neely, C. G. Potteet, C. T. Duncan, B. H. Sewell, Trustee, J. W. Orr, and R. T. Irvin, late parties of law under the firm name of Orr & Irvin, W. E. Wynn and W. J. Mileham administrator as aforesaid, and be made parties of this bill of complaint, and that they each be required to answer the same fully

that they each be required to answer the same fully and completely, but not under oath that being specially waved; that a commissioner be appointed and directed to ascertain and report the various liens, ascertaining again of the real estate of the said Lucinda Bledsaw and the priorities of said liens, and whether or not the said real estate will rent for a sum sufficient to pay off the judgement liens in five years, exclusive of all other liens; that upon the sum of the said report shall directly be entered directing the sale of the said real estate, and the proceeds be applied to the payment of said liens in the order fixed by the court, ~~and~~ in its judgement seems right, and may all other further and general require your claim your orator that the nature of cause and good conscience requires, and he here as prays &c.

R. L. Pomeroy

vs 3 Copy of Bill

Lucinda Blackman vs

R. L. Pennington, Assignee Campbell
vs. In Chancery
Lucinda Hudson & al. Defendants

This case upon the motion of
the plaintiff is dismissed &
stricken from the docket

R. L. Pennington.....Complainant.

vs In Chancery

Lucinda Bledsoe et al.....Defendants.

This cause came on this day to be heard on the bill of the
Complainant and upon his motion this cause is dismissed.

[Faint handwritten notes and signatures, possibly including "C. L. Pennington" and "Lucinda Bledsoe"]

R. L. Doughton

to 3 Decr fence

Lucinda Blodgett

Entered Co. B.
No 7. P. 142

Enter this July
17. 1902.

H, C, W, D, S.

Date of Judgment	By what Court Rendered	Time of Docketing	Name and description of parties	Debt, damages interest and costs	Amount and date of credits.
Apl. 15th, 1901.	Circuit Court Lee County	Apl. 16th, 1901	W.E. Wynn V.S.) In Debt Lucinda Bledsoe, R.P. Neely and C.C. Poteet, survivors of themselves & Evan Bledsoe	Plff. Judgment confessed for \$202.58 with interest thereon from the 23rd day of March, 1901, till paid, and \$6.55 costs. Defts.	
April 21st, 1902.	H.C. Jos- lyn, J.P.	May 12th, 1902.	A.R. Talley, Assignee Against) In Debt Lucinda Bledsoe, survivor of herself & Evan Bledsoe	Judgment, that the Plaintiff re- cover of the Defendant, \$30.00 with interest thereon from the 19th day of Nov. 1900, till paid, and \$1.00 for costs, X 55 cts. Clk.	

*Endorsement: For value Recd I assign the within
Judgment to ~~Arthur Talley~~, R.H. Pennington
This May 12, 1902. A.R. Talley.*

A Copy, Teste; B. M. Morgan Clerk
(J.L. Docket No. 4, Pages 8 and 31.)

P. L. Denny to
No. 3 Copy of
Judgt. R. D.
of 2 July.
Lucinda B. Denny

Clerk 50 cts

This deed made this the 28th, day of November 1891 by and between Joseph Hackney of the first part and Lucinda Bledsoe of the other part, all of the County of Lee and State of Virginia. Witnesseth that for and in consideration of the sum of \$1500.00 in hand paid and secured to be paid the said Joseph Hackney doth by these presents grant bargain sell deliver and convey unto the said Lucinda Bledsoe all of a certain tract or parcel of land lying and being in the County and State aforesaid consisting of three titles to-wit; One granted to James Bounds and John Osburn and a piece from Joseph Willis, bounded as follows to-wit; Beginning on a white oak and poplar on the top of Newmans Ridge thence S. 57° W. 42 poles to a stake thence N. 45° poles to a dogwood, thence N. 60° 1/2° W. 16 poles to a large white oak and sugar-tree in a line of Hudson Lawson and with his line N 56° E 45 poles to a Beech, N 23° W 86 poles to a stake on a spur; N 70° E 20 poles to a Black-oak corner to James Bounds on the top of a ridge. N Eastwardly with the top of said ridge to two ashes and Black-oak; Eastwardly a straight line to a small sourwood; thence Eastwardly down a spur to a stake in a line of Sampson Bledsoe and James Bounds now said Willis and Stacys line ~~line~~ 38 poles; S 40° 17 poles to two Beeches to line of Sampson Bledsoe; S 40° E 60 poles to a Stake N 77° E 77 poles to a poplar Beech and Ash; N 82° E 38 poles to a double Lynn N 55° E 44 poles to an ash and Lynn N. 76° E 34 poles to a Buckeye and large Beech on the side of a steep bluff thence S 27° E 32 poles to the beginning. To have and to hold unto the said Lucinda Bledsoe her heirs forever (and said tract containing 150 acres more or less) and the said party of the first part hereby covenants that he will warrant generally the title to said tract of land forever. Witness our hands and seal the day and date first above written.

Joseph Hackney (Seal)

Mary H. Hackney (Seal)

Virginia, Lee County to-wit;

I, W. A. Owens an acting Justice in and for said County, do certify that Joseph Hackney and Mary H. Hackney his wife whose names are signed to the foregoing writing bearing date Nov. 28th, 1891 personally appeared before me in said County and acknowledged said writing to be their own act and deed

for the purposes therein contained. Given under my Official Signature this
17th day of Sept. 1892.

W. A. Owens J.P.

Virginia, Lee County to-wit

In the Office of the Clerk of the County Court for said County the 16th,
Nov. 1896, This deed was presented, and with the certificate annexed, admitted
to record.

Teste S.V.F. Richmond Clerk.

A Copy, Teste; *B. H. Morgan* ----- Clerk.
(D.B. No. 33, Page 305)

Joseph Hackney et ux
To & Deed
Lucinda Bledsoe

Copy

clerk. 50 cts,

This deed made this March 16th, 1901 by and between Hiram Belcher of the first part and Ceily Belcher of the second part both of the County of Lee and State of Va. Witnesseth, That for and in consideration of the sum of twenty five dollars twenty dollars of which is in hand paid the residue which is five dollars to be paid twelve months after date, note being Executed for said deferred payment. The party of the first part, by these presents do hereby grant bargain sell deliver and convey unto the party of the second part his entire interest in a certain tract of land known as the Simeon Belcher tract Lying and being on top of Newmans ridge in Lee County Va, bounded on the North by Jessee Anderson on the East by Jno Johnson on the South by F.M. Osburn and on the West by Richard Maxey, whole tract containing 80 acres more or less. to have and to hold said share with all things pertaining thereunto, unto the party of the second part her heirs and assigns forever, and the party of the first part covenants that he will warrant and forever defend the title to said land hereby conveyed. In witness whereof the party of the first part has hereunto set his hand and seal. The day and date above written.

his
Hiram X Belcher (Seal)
mark

Virginia, Lee County Virginia, to-wit:

I, W.A. Owens a Notary Public in and for said county and State do certify that Hiram Belcher whose name is signed to the foregoing deed bearing date March 16th, 1901, personally appeared before me in my county and State aforesaid and acknowledged the same to be his own act and deed. Given under my official signature March 16th, 1901.

W.A. Owens, N.P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 13th day of May 1901. This deed was presented, and together with the certificate thereto annexed admitted to record.

Teste; B.M. Morgan, Clerk.

A Copy, Teste; B.M. Morgan ----- Clerk.
(D.B. No. 37, Page 410)

Hiram Belcher
To & Deed
Cily Belcher

Copy

Clerk 50 cts.

This deed made this March 16th, 1901, by and between Andrew Belcher of the first part and Ceily Belcher of the second part both of the County of Lee and State of Va.. Witnesseth that for and in consideration of the sum of twenty dollars in hand paid the receipt whereof is hereby acknowledged. The party of first part do hereby grant bargain sell deliver and convey unto the party of the second part his entire interest in a tract of land known as the Simeon Belcher tract situated in Lee County Va. on top of Newmans ridge, and bounded on the north by Jesse Anderson on the East by John Johnson on the South by F.M. Ausburn on the West by Josiah Nichols, containing 80 acres more or less. To have and to hold said tract or parcel of land with all things pertaining thereunto, unto the party of the second part her heirs and assigns forever, and the party of the first part covenants that he will warrant and forever defend the title to said share, hereby conveyed. In witness whereof the party of the first part has hereunto set his hand and seal the day and date above written.

his
Andrew X Belcher (Seal)
mark

State of Kentucky County of Harlan,

I, J.F. Skidmore Clerk of the County Court for the county and State aforesaid certify that the foregoing deed of conveyance from Andrew Belcher to Ceily Belcher was on the 25th, day of March 1901 produced to me by Andrew Belcher part grantor thereto to be his act and deed. Given under my ~~hand~~ this the 25th, day of March 1901.

J.F. Skidmore, C.H.C.C.

By H.B. Howard, D.C.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 13th, day of May 1901. This deed was presented, and together with the certificate thereto annexed admitted to record.

Teste; B.M. Morgan, Clerk.

A Copy, Teste; B.M. Morgan ----- Clerk
(D.B. No. 37, Page 409)

Andrew Belcher
To { Deed
Cily Belcher

copy

Check 50 cts.

This deed made this the 15th, day of April 1901, by and between Lucinda Bledsoe of the one part and B.H. Sewell of the other part both of Lee County Va.

Witnesseth that whereas Evan Bledsoe in his lifetime was justly indebted to W.E. Wynn in the sum of \$202.58 evidenced by note dated march 22nd. 1899, and due one day after the date thereof and which note is signed by the said Evan Bledsoe and the said Lucinda Bledsoe, R.P. Neely and C.C. Poteet as sureties, and the said Evan Bledsoe was likewise indebted to C.T. Duncan in the sum of \$150.00 evidenced by a note dated on the ---day of ---189--and signed by the said Evan Bledsoe and the said Lucinda Bledsoe & C.C. Poteet as Sureties; and the said Evan Bledsoe was likewise indebted to Powells Valley Bank in the sum of \$50.00 evidenced by a note dated on the ---day of ---189--and signed by the said Evan Bledsoe and C.C. Poteet as his sureties and the said Evan Bledsoe was likewise indebted to the said C.C. Poteet in the sum of about \$200.00 evidenced by notes in the possession of said Poteet and with interest thereon; and the said Evan Bledsoe was likewise indebted to Orr & Irvine in the sum of \$100.00 evidenced by a note dated May 25th, 1900 and due one year after date, with the said Lucinda Bledsoe as surety; and the said Lucinda Bledsoe being willing and desirous to secure the payment of all the aforesaid indebtedness doth hereby grant and convey with covenants of general warranty unto the said B.H. Sewell a certain tract or parcel of land owned by her in Lee County Va. in the Black water country and purchased by her from Joseph Hackney & wife and conveyed to her by them, by deed bearing date Nov. 28th, 1891, and of record in the clerk's Office of said County, in deed book No. 33 page 305, and on which said Lucinda Bledsoe now resides and bounded and described as set forth in said deed, to which deed reference is here made for a more particular description of said tract of land containing 150 acres more or less. To have and to hold the said tract or parcel of land together with the appurtenances thereunto belonging unto the said B.H. Sewell and his heirs forever. In trust nevertheless. Now if the said Lucinda Bledsoe shall well and truly pay the said indebtedness to the said several creditors of the said Evan Bledsoe deceased, together with the costs of drawing and recording this deed of trust, within one year from this date, then this deed of trust to be

void, but should she fail to pay said indebtedness within the time above specified and to save harmless the said sureties of the said Evan Bledsoe, then it shall be the duty of said B.H. Sewell as trustee when requested by any of the said creditors or by a surety who may have had to pay any of said indebtedness to proceed to sell at the front door of the court-house of said County on some court day to the highest bidder for cash in hand, the said tract of land or a sufficiency thereof to pay and satisfy such sum as may then be due to such creditor or surety's together with costs of drawing and recording this deed of trust and five percent commission to said trustee on the amount of said sale, for his trouble after having first advertised said sale for at least thirty days, by written advertisements posted at the front door of the court-house of said county and in the vicinity of said land. Witness the following signature and seal.

her
Lucinda X Bledsoe (Seal)
mark

State of Virginia, Lee County to-wit;

I, E.A. Robinett a Justice of the Peace in and for the County and State aforesaid do certify that Lucinda Bledsoe whose name is signed to the foregoing deed of trust bearing date the 15 day of April 1901, this day personally appeared before me in my said county and acknowledged the said deed to be her act and deed for the purposes therein mentioned. Given under my hand this the 15 day of April 1901.

E.A. Robinette J.P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County the 16th, day of April 1901. This deed was presented, and with the certificate thereto annexed, admitted to record.

Teste; B.M. Morgan, Clerk.

A Copy, Teste; B. M. Morgan ----- Clerk.
(D.B. No. 37, Page 357 &c)

Lucinda Bledsoe
To } Deed
B. H. Sewell, Trustee

copy

Clerk 60 cts;

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Lucinda Phedson, R.P.*
Nelly, C. C. Catlett, C. S. Dunson, J. H. Orr
R. L. Irwin R. H. Swann Trustee, H. E. Hymus
& Camelford Valley Bank (a Corporation), & W. J. Milekne
advers of the R. L. Irwin
 to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the

said court, on the *10th* Monday in *June* 1902, to answer a bill in

chancery exhibited against *them* in our said court by *Robt*

L. Pennington (assignee)

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *12th* day of *May* 1902, and in the 12 *6* year of the Common-

wealth. A copy, Teste: *A. B. Munsey* Clerk.

B. M. Morgan D.C. by *B. M. Morgan* D.C. Clerk.

R. L. Pennington

VS.

} SUBPCENA
IN CHANCERY.

Lucinda Blodgett

Pennington Bros p. q.

To 1st Jan Rules Rules.

.. 1902 - Court.

I accept legal service
of the within summons -
R. T. Dain

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Lucinda Bledsoe, R.P.*
Nancy, L. L. Patent, L. F. Duncan, J. W. Orr
R. S. Irwin, R. H. Sewin Trustee, W. E. Hymn
& Danville Valley Bank, a corporation. & W. J.
Milcham heirs of the L. of Evan Bledsoe.
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the

said court, on the *10th* Monday in *June* 190*2*, to answer a bill in

chancery exhibited against *them* in our said court by *Robt*

A. Peenington (Assignee)

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, *by B. M. Morgan SC -* at the court-house,

the *12th* day of *May* 190*2*, and in the 12 *6* year of the Common-

wealth.

A copy, Teste:

A. B. Munsey Clerk.

B. M. Morgan D.C.

by B. M. Morgan D. Clerk.

Robert H. Pennington

VS.

SUBPOENA
IN CHANCERY.

Lucinda Hedson -

Pennington Bros p. q.

To 1st June Rules.

1902 - Court.

I hereby accept -
legal service of
the within summons -
May 29th 1902.

James W Orr.